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**DONATION AGREEMENT**

*between*

**ORANGE COUNTY COMMUNITY REDEVELOPMENT AGENCY**

*and*

**HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.**

*regarding*

**THE DONATION OF CRA-OWNED PROPERTIES FOR THE CONSTRUCTION OF PERMANENT AFFORDABLE HOUSING**

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**THIS LOTS DONATION AGREEMENT (“Agreement”)** is made and entered into by and between the **ORANGE COUNTY COMMUNITY REDEVELOPMENT AGENCY**, comprised of the members of the Board of County Commissioners of Orange County, Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter “**CRA**”), and **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida at 4116 Silver Star Road, Orlando, Florida 32808 (hereinafter “**Agency**”). The CRA and Agency may be referred to in this Agreement individually as “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, in 2006, the Florida Legislature adopted House Bill 1363, an act relating to affordable housing and providing for the disposition of real property owned by a county or any dependent special district within such county’s boundaries for affordable housing, which is codified in Section 125.379, Florida Statutes, hereinafter referred to as the “**Act**”; and

**WHEREAS**, the Act requires that by July 1, 2007, and every three years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing ; and

**WHEREAS**, the Act authorizes a county to donate the properties identified as appropriate for use as affordable housing on the inventory list adopted by the County to a nonprofit housing organization for the construction of permanent affordable housing; and

**WHEREAS**, on October 24, 2023, the Orange County (the “**County**”) Board of County Commissioners (the “**Board**” or “**BCC**”) adopted Resolution 2023-M-49 (the “**Resolution**”) relating to the disposition of publicly owned properties and creating an inventory list of all County or dependent special district-owned properties that are suitable for affordable housing (the “**Inventoried Properties**”); and

**WHEREAS**, the Resolution states that it is the practice of the County, through its Housing and Community Development Division ("**Housing Division**"), to partner with local non-profit entities to transfer certain Inventoried Properties to the non-profits for the development of affordable housing; and

**WHEREAS**, pursuant to this Agreement and in accordance with the Act, the CRA will donate certain CRA-owned property from the Inventoried Properties to the Agency in consideration for the Agency's construction of owner-occupied, permanent affordable housing on said properties and subsequent sale of said developed properties to qualified low- or moderate -income persons or families; and

**WHEREAS**, Agency shall construct such owner-occupied, permanent affordable housing on said properties for the subsequent sale of said developed properties to qualified low- or moderate -income persons or families pursuant to the terms of a separate mutually satisfactory project administration agreement between the parties (the "**Project Administration Agreement**"); and

**WHEREAS**, the CRA has determined that the CRA's donation of surplus CRA-owned property to the Agency for the construction of permanent affordable housing pursuant to the terms of this Agreement and subject to the terms of the Project Administration Agreement terms serves a valid public purpose; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

**Section 2. Documents.** The following documents form a material part of this Agreement and are hereby incorporated by reference:

1. **Exhibit A:** Property List;
2. **Exhibit B:** Letter of Understanding; and
3. **Exhibit C:** Form of Quit Claim Deed(s).

**Section 3. Definitions.**

A. "**Affordable**" shall be defined as an owner-occupied home in which the principal mortgage payment does not exceed thirty percent (30%) of that amount which represents the percentage of the annual median Adjusted Gross Income at time of approval into the Habitat program for Qualified Homebuyers. However, it is not the intent to limit an individual's ability to devote more than thirty percent (30%) of household income for housing. If the first mortgage lender is satisfied that the household has the income to manage the payments, the household may qualify for a larger loan in excess of the thirty percent (30%) standard.

B. **“Housing Unit”** shall be defined as a single, owner-occupied affordable residence for a low- or moderate-income person or household that is constructed, developed, and sold in a manner consistent with Section 125.379(2), Florida Statutes.

C. **“Low-Income Person or Household”** shall mean a person or household whose total annual adjusted gross household income does not exceed eighty percent (80%) of the Orlando MSA Median Income published annually by HUD and distributed by FHFC, adjusted for family size.

D. **“Moderate-Income Person or Household”** shall mean a person or household whose total annual adjusted gross household income does not exceed one hundred twenty percent (120%) of the Orlando MSA Median Income published annually by HUD and distributed by FHFC, adjusted for family size.

#### **Section 4. Description of Project and Property.**

A. **Project Description.** The **“Project”** shall consist of the CRA donating certain property to the Agency, the Agency constructing and developing Housing Units on said property, the CRA reimbursing the Agency for a portion of the construction and development costs, and the Agency selling the Housing Units to low- or moderate-income persons or households (**“Qualified Homebuyer(s)”**) all in accordance with the terms and conditions of this Agreement and the Project Administration Agreement.

B. **Property Description.** The property donated by the CRA to the Agency for the construction of Housing Units is further described in the *Property List* attached hereto and incorporated herein by reference as **“Exhibit A”** and shall include any improvements on the property, if applicable, unless otherwise stated in this Agreement (collectively, the **“Property”**). Such Property is further described in the *Letter of Understanding* attached hereto and incorporated herein by reference as **“Exhibit B”** (the **“Letter of Understanding”**).

1. The Agency acknowledges and agrees that the CRA has not made and hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature, square footage, condition, value, or quality of the geology, the presence of environmental hazards, or the appropriateness of the Property for any and all activities and uses that the Agency plans to conduct thereon, specifically including but not limited to, using the Property as a residence; (ii) the manner, construction, condition, quality, the state of repair or lack of repair of any of the Property; (iii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property, its operation, ingress/egress, or use with any laws, rules, ordinances, or regulations of any government or other body; and, (v) the income to be derived from the Property.

2. The Agency hereby expressly acknowledges and agrees that the Agency has thoroughly inspected and examined the Property to the extent deemed necessary by the Agency to enable the Agency to evaluate the acceptance of the Property. The Agency hereby further acknowledges and agrees that the Agency is relying solely upon the inspection, examination, and evaluation of the Property, if any, by the Agency and that the Agency is accepting the Property on an “AS IS, WHERE IS” and “WITH ALL FAULTS” basis and not on any information provided or to be provided by the CRA. The Agency acknowledges that it has sufficient information regarding the Property; is relying on its own experts and not the CRA or any information provided by the CRA, if any; and is not looking to the CRA for any additional information with respect to the condition of the Property. The Agency expressly acknowledges that, in consideration of the agreements of the CRA herein, the CRA makes no warranty of representation expressed or implied, or arising by operation of law, including, but in no way limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose except otherwise specified herein. It is further agreed that the CRA has not warranted and does not hereby warrant the Property, and any improvements located thereon now or in the future will meet or comply with the requirements of any safety code or regulation of the state, city, or county in which the Property is located, or any other authority or jurisdiction.

C. The Property provided by the CRA pursuant to this Agreement, together with the Project funds provided by the CRA pursuant to the Project Administration Agreement, shall be used to complete the Project, as further described in said Project Administration Agreement. The Project Administration Agreement shall also more particularly describe the parties' obligations and the Project's requirements, including, but not limited to, terms for the Scope of Project, Change Order(s), Project Schedule, Completion and Extension Date(s), Project Status Report(s), Project Budget, Budget Amendment(s), Eligible Uses, Reimbursement Invoice(s), Payment Methods, Financing, Insurance and Safety, Monitoring and Noncompliance, Restrictions on Sales, Relief from Sale Restrictions, and Sale Closing Documents. Upon this Agreement's Effective Date, the parties will begin the negotiation process necessary to enter into any Project Administration Agreement. In the event that the Agency and the CRA fail to enter into any Project Administration Agreement on or before one (1) year from the Effective Date of this Agreement, then the Agency will, if requested by the CRA, upon fourteen (14) calendar days from the date the Agency receives notice under this paragraph, take all action necessary to convey the Property back to the CRA and restore the CRA's original ownership interest in the Property as it existed prior to the Effective Date of this Agreement.

**Section 5.      Conveyance.**

A.      The CRA shall convey its interest in the Property to the Agency via a *Quit Claim Deed(s)*, in a form substantially similar to the form which is attached to this Agreement as “**Exhibit C,**” and in accordance with the terms of this Agreement and Section 125.411, Florida Statutes. The CRA shall convey the Property to the Agency as a donative contribution towards the total cost of the Project. The Agency shall be responsible for paying all costs of the Project including, but not limited to, on-site and off-site infrastructure, architectural and design fees, development, platting, engineering, permits, licenses, inspections, testing, construction indemnity and surety bonds, insurance premiums, and any other direct or indirect costs of the Project. The Agency may obtain additional development and construction financing from public agencies, private institutions, or private funds to cover the remaining costs of the Project, as more particularly outlined in the Project Administration Agreement.

B.      Within thirty (30) business days following this Agreement’s Effective Date, or as soon thereafter as is practicable, the CRA will begin the closing process necessary to donate the Property to the Agency via *Quit Claim Deed(s)*, in substantially the form of Exhibit “C” hereto, of conveyance for the construction of owner-occupied Housing Units. Upon completing the closing process, the CRA will transfer the Property to the Agency. The Agency shall construct the Housing Unit(s) in accordance with the descriptions and requirements provided in the Project Administration Agreement.

**Section 6.      The Parties’ Obligations.**

A.      The Agency shall be responsible for all closing costs, recording fees, and any other expenses associated with the conveyance of the Property from the CRA to the Agency.

B.      Pursuant to the terms of the Project Administration Agreement, the Agency shall oversee all phases of the Project including, but not limited to, the solicitation of construction bids, permitting, review and evaluation of all bids, awarding of contracts, on-site inspections, and final approval of the Project, while the CRA and Housing Division Manager shall retain the right, but not the obligation, to review and evaluate all submittals, attend all construction progress meetings, and perform inspections of the Project and to conduct investigations, as they deem reasonably necessary.

**Section 7.      Remedies for Breach.**

A.      It is distinctly understood and agreed by the parties that the Property conveyed pursuant to this Agreement is being donated by the CRA to the Agency for the development and construction of owner-occupied Housing Units that are to be sold by the Agency to low- and moderate-income persons or households pursuant to Section 125.379, Florida Statutes.

B.      In the event that the Agency and the CRA fail to enter into any Project Administration Agreement on or before the one (1) year anniversary of the Effective Date of this Agreement and

such failure is not due to the Agency actions or inaction, then the Agency will, at the Agency's option, be permitted to proceed with development of the Project in accordance with the terms hereof, in a manner that complies with Orange County Code, the Orange County Comprehensive Plan, and the adopted CRA Master Redevelopment Plan, with the intent of providing affordable homeownership opportunities on the Property, provided, however, that such development shall be subject to the following:

1. Within three (3) months of the Effective Date, the Agency must submit a complete and legally sufficient request for a PD rezoning along with the associated development plans (e.g. preliminary subdivision plan, development plan, etc.) and any necessary associated future land use amendment to Orange County, Florida (collectively, the "Development Approvals"). The Development Approvals shall be approved within nine (9) months of their final submission, but in no event later than ten (10) months from the Effective Date, unless County processes require an extension of this timeline;

2. If the Project Administration Agreement is not substantially complete within one (1) year of the Effective Date, provided the Agency's Development Approvals have been approved by the BCC, and corollary engineered plans (together with the Development Approvals, the "Final Plans") have been approved by the County, and provided the parties have not mutually agreed to extend such one (1) year deadline, the Agency may proceed with development of the Project in accordance with such Final Plans and the terms thereof.

C. No remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights powers or remedies.

**Section 8. Term and Termination.**

A. **Term.** This Agreement shall take effect upon execution by the last of the parties ("**Effective Date**"). To ensure that the Property is used for the construction of Housing Units, this Agreement shall remain in effect until the Agency's sale of all Housing Units to Qualified Homebuyers at which time this Agreement shall terminate without further action by the Parties; provided, however, that Agency shall provide notice to CRA of the sale of the last of the Housing Units hereunder at the address listed in Section 19 hereof.

**B. Termination for Cause.** The CRA may terminate the whole or any part of this Agreement for cause, as a result of the Agency's default, upon fourteen (14) calendar days from the date the Agency receives notice under this paragraph of the CRA's intent to terminate, if:

1. The Agency fails to comply with the terms and conditions of this Agreement; or
2. The Agency is unable to perform under this Agreement for any reason including unavailability of funds to finance all or part of the project; or
3. The Agency materially breaches any term of this Agreement as determined at the sole discretion of the CRA; or
4. The Agency fails to sell the Housing Units to low- or moderate-income persons or households; or
5. The Agency does not disclose to the CRA, upon thirty (30) calendar days from the date the Agency receives written demand for same under this paragraph, the name of all persons with whom the Agency has contracted, or intends to contract, with to perform the construction activities associated with the Project; or
6. The Agency defaults or fails to promptly pay amounts owed to contractors or sub-contractors for work performed on the Project; or
7. The Agency voluntarily files for bankruptcy, reorganization, or any other insolvency proceedings, or if a receiver is appointed for the Project, or if the Project becomes subject to the bankruptcy court, or if there is an attachment, writ of execution, or other judicial seizure of the Agency assets; or
8. The Agency assigns, transfers, conveys, or sells its interest in this Project or the associated Property or any interest in this Agreement to any entity other than a Qualified Homebuyer or in contradiction to the terms of this Agreement.

**C. Opportunity to Cure.** The CRA shall provide the Agency with a fourteen (14) calendar day Notice to Cure a default or breach of this Agreement. If the Agency fails to cure the default or breach to the CRA's satisfaction within such fourteen (14) calendar day period, the CRA may terminate this Agreement for cause.

**D. In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall:

1. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination, and continue the performance of this Agreement to the extent not terminated under the provisions of the Termination section of this Agreement; and

2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; and
3. Incur no further costs to the extent that such costs relate to the terminated provisions of this Agreement; and
4. Prepare all necessary reports and documents required under the terms of the Project Administration Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
5. Take any other actions as reasonably directed in writing by the CRA including, but not limited to, conveying the Property back to the CRA in the condition the Property was received and restoring the CRA's original ownership interest in the Property as it existed prior to the Effective Date of this Agreement.

E. The County shall have the right to terminate all approvals, obligations and acceptances granted by this Agreement in the event the Agency fails to comply with any of the terms and conditions of this Agreement.

F. In addition to any of the remedies contained in this Agreement, in the event of a default or breach of a covenant or a condition of this Agreement, the CRA may avail itself of any remedy available at law or in equity.

G. Waiver by the CRA of default or breach by the Agency of any provisions of this Agreement shall not be deemed to be a waiver of any other provisions or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**Section 9. Indemnification, Sovereign Immunity, Liability, Independent Contractor, and Services to Third Parties.**

**A. Indemnification.**

1. Upon the CRA's conveyance of the Property to the Agency, the Agency will assume all liabilities, risks and losses for damage to the Property, any structures or improvements made to or installed on the Property, and for injuries to persons on the Property resulting from the acts or omissions the Agency, its officers, employees, agents, contractors or subcontractors.
2. To the fullest extent permitted by law, the Agency shall release, indemnify, defend and hold harmless the CRA, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses, demands, suits or other

actions, liabilities, costs and expenses (including reasonable attorney's fees), of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency, its contractors or subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the CRA.

**B. Environmental Indemnification.** The Agency shall defend, indemnify and hold harmless the County, its officials, agents, and employees from any claim arising from or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the CRA of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicative of ownership, management, or control of the Project by the CRA, and the CRA hereby recognizes and acknowledges that the CRA is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything in this Agreement to the contrary, this indemnification provision shall survive the termination of this Agreement.

**C. No Waiver of Sovereign Immunity.** Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver by the County, or any state agency or subdivision as defined in Section 768.28(2), of its sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

**D. Liability.** The CRA shall not be liable to the Agency for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach or termination of this Agreement, regardless of any notice of the possibility of such damages.

**E. Independent Contractor.** The parties agree that the relationship between the CRA and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the CRA or any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

**F. Services to Third Parties.** The parties agree that the services provided pursuant to this Agreement are to be provided to third parties and not directly to the CRA itself. The CRA and Agency hereby agree that the Agency is not a "Contractor" as defined in Section 448.095, Florida Statutes. Notwithstanding the foregoing, by executing this Agreement, the Agency hereby certifies that – to the extent applicable to the Agency – the Agency complies with the terms and provisions of Section 448.095, Florida Statutes, as they apply to Private Employers.

**Section 10. Recordkeeping.**

A. The Agency shall establish and utilize the best accounting practices in the maintenance of all records relating to this Agreement. Such practices shall comply with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

B. The Agency shall establish and maintain separate accounting records for the Agency's activities related to this Agreement and the Project with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.

**Section 11. Record Management.** The Agency acknowledges that the Agency shall abide by the requirements of this "**Record Management**" provision.

A. In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting and record maintenance procedures.

B. Books, records, and accounts related to the performance of this Agreement must be retained by the Agency for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, claim, or audit findings, at which point the Agency must retain such books, records, and accounts record for a period of five (5) years after the conclusion of any such litigation, claim, or audit finding.

C. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the State or CRA.

D. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Agency, or provided to the Agency pursuant to this Agreement, are public records and the Agency agrees to assist the CRA in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

**Section 12. Public Records Compliance.** Pursuant to Section 119.071, Florida Statutes, the Agency must:

A. Keep and maintain public records required by the CRA to perform the services contemplated in this Agreement.

B. Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records back to the CRA.

D. Upon completion or termination of this Agreement, transfer, at no cost, to the CRA all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the services in accordance with Florida law.

E. If the Agency transfers all public records to the CRA upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

F. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the County.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT PROCUREMENT PUBLIC RECORDS LIAISON; 400 E. SOUTH STREET, 2nd FLOOR, ORLANDO, FL 32801; [PROCUREMENTRECORDS@OCFL.NET](mailto:PROCUREMENTRECORDS@OCFL.NET); (407) 836-5897.**

**Section 13. Right to Audit.** The CRA, the County Comptroller, or their authorized designees, shall have the right to audit all of the Agency's records created pursuant to, or in any way related to, this Agreement. This includes, but is in no way limited to, the right to audit the Agency's use of Project Funds disbursed under this Agreement to ensure compliance with the terms, conditions, and obligations set forth in this Agreement. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the CRA or the Comptroller to perform such audit.

**Section 14. Suspension and Debarment.** The Agency shall notify the CRA in the event of any changes in their debarment or suspension status. The CRA shall have the right to terminate all approvals, acceptances and financial assistance obligations granted by this Agreement in the event the Agency is debarred or suspended from participation in any federal, state or local program.

**Section 15. Notices.** Any notice required or permitted under this Agreement must be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall

be effective upon receipt of the same. Notices must be delivered to each of the parties at the following addresses or such other addresses as specified by written notice in compliance with the terms of this paragraph.

**As to CRA:** Orange County Neighborhood Services Division  
Attn: Manager  
450 East South Street  
1<sup>st</sup> Floor  
Orlando, Florida 32801

**AND**

Orange County Administrator  
201 South Rosalind Avenue  
Orlando, Florida 32801

**As to Agency:** Habitat for Humanity Greater Orlando and Osceola County, Inc.  
Attn: President and CEO  
4116 Silver Star Road, Orlando, Florida 32808

**Section 16. Amendments to Agreement.** Amendments to this Agreement shall be submitted on the Agency letterhead to the Neighborhood Services Division Manager in writing for approval and shall provide an explanation as to why an amendment is being requested. Unless otherwise contemplated in this Agreement, any such proposed amendment or modification to this Agreement shall only become effective upon proper execution by both parties to this Agreement. No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

**Section 17. General Terms and Conditions.**

A. **Gifts.** The Agency shall reject gifts that may create a conflict of interest or may create an appearance of a conflict of interest.

B. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. In the event a party is affected by a force majeure, the affected party will notify the other party in writing within seven (7) days of such situation; within fourteen (14) calendar days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the affected party, to terminate this Agreement. Notwithstanding the foregoing, neither party can claim *Force Majeure* under this

provision for any emergency, exigency, or “Act of God” that any way existed at the time this Agreement was executed.

C. **Assignments and Successors.** The Agency shall not assign, transfer, convey, or sell its interest in the Project during the Agreement term without prior written consent from the CRA. In the event the Agency assigns, transfers, conveys or sells its interest in the Project without the required written consent of the CRA, the Agency may be declared in default under this Agreement by the CRA and the CRA may avail itself of all remedies provided for in this Agreement or otherwise legally available. The CRA shall have the right to assign or transfer this Agreement in whole or in part to any properly authorized commission, authority or other public agency empowered by law to serve the unincorporated area of Orange County. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature.

D. **Contingency Fees.** The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

E. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

F. **Use of County Logo.** The Agency is prohibited from the use of any and all CRA or County emblems, logos, or identifiers without written permission from the CRA or County as per Section 2-3, Orange County Code. The County is prohibited from the use of any and all Agency logos, or identifiers without written permission from the Agency per the Agencies logo usage policy.

G. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated with this Agreement, will be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law provisions.

H. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

I. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

J. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises directly, or indirectly.

K. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefitted party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding to the extent possible and legally permissible.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification, remedies, and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **No Representations and Construction.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, each party represents that they have had the opportunity to consult with an attorney and have carefully read and understand the scope and effect of the provisions of this Agreement.

N. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

O. **Authority of Signatory.** Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

P. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties, their respective successors and permitted

assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Q. **Compliance with Laws.** It shall be the Agency's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The Agency shall abide by all applicable federal and state laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code and Comprehensive Plan. The Agency shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the CRA.

R. **Recordation of the Agreement.** The parties hereto agree that the CRA has the right to record an executed original of this Agreement in the Public Records of Orange County, Florida.

S. **Licenses and Permits.** The Agency shall obtain all necessary licenses and permits for the intended improvements or activities relating to the Project. The Agency, by this Agreement, represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the CRA upon request.

T. **Land Use Approvals.** This Agreement shall not be construed as granting or assuring or indicating any approval of any necessary applications or approval or acquiescence to the alteration of existing land use or approval for any other regulatory permit relating to the Project, or creating any vested right with respect to any land use regulations, and neither the County nor the CRA shall be construed by virtue of entering into this Agreement to have made any such endorsement, finding, or recommendation or to have waived any right of the CRA or BCC or to have estopped the CRA or BCC from asserting any rights or responsibilities it may have in such regard to the Property or Housing Units. The Agency shall comply with all County and, if any, CRA, requirements relating to approval of construction plans and building permits.

U. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

**Section 18. Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements,

communications, representations, and warranties, whether written or oral, of any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

**ORANGE COUNTY COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, Orange County Comptroller  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**[REMAINING SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.

BY: C. McManus  
PRINT: Catherine McManus  
TITLE: President-CEO  
Date: February 18, 2026

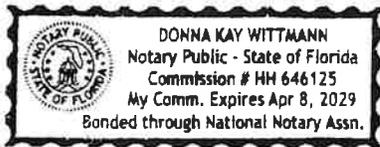
NOTARY:

STATE OF: Florida  
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 18th day of February 2026 by Catherine McManus, as the President-CEO of Habitat for Humanity Greater Orlando and Osceola County, Inc., a Florida not-for-profit corporation, on behalf of the company who is:

Personally Known  
 Produced Identification. ID Type: \_\_\_\_\_

Donna Kay Wittmann  
Signature Notary Public  
Print, Type/Stamp Name of Notary



**EXHIBIT A  
PROPERTY LIST**

<b>Address</b>	<b>Parcel ID</b>	<b>Legal Description</b>
2311 Woods Street	03-23-29-0180-33-132	Angebilt Addition, Plat Book H/Page 79, the North 28 ft of lot 13, Block 33
2303 Woods Street	03-23-29-0180-33-110	Angebilt Addition, Plat Book H/Page 79, Lots 11 & 12, Block 33
2253 Woods Street	03-23-29-0180-28-130	Angebilt Addition, Plat Book H/Page 79, Lots 13 & 14, Block 28
1050 22 <sup>nd</sup> Street	03-23-29-0180-28-110	Angebilt Addition, Plat Book H/Page 79, Lots 11 & 12, Block 28

**EXHIBIT B**  
**LETTER OF UNDERSTANDING**



September 11, 2025

Vanessa Pinkney  
Executive Director, Orange Blossom Trail Development Board, Inc.  
2800 South Orange Blossom Trail, Suite A  
Orlando, Florida 32805

Re: Holden Heights "Missing Middle" Project / Letter of Understanding

Dear Ms. Pinkney:

I am writing on behalf of Habitat for Humanity Greater Orlando & Osceola County ("Habitat") to confirm the understanding of the Orange Blossom Trail Development Board, Inc. ("OBTDB"), pursuant to our Microsoft Teams Meeting discussion on July 8, 2025, and our understanding of the treatment of the five (5) subject properties comprising the above matter, as follows:

1. Habitat agrees to release the one (1) parcel located at 1018 24th Street, Orange Co. Parcel Id. No. 03-23-29-0180-40-080, from its enclosed Habitat for Humanity Holden Heights "Missing Middle" Project Request, dated April 15, 2024 ("Proposal"), so that the OBTDB may be reserve such parcel for a Block n' Lock prototype construction, pursuant to the approval of the Board of Directors of the OBTDB at its May 28, 2025, Meeting;
2. OBTDB agrees Habitat may utilize potential housing and construction typologies for the four (4) remaining parcels included in the above matter, located at 2311 Woods Street, Orange Co. Parcel Id. No. 03-23-29-0180-33-132, 2303 Woods Street, Orange Co. Parcel Id. No. 03-23-29-0180-33-110, 2253 Woods Street, Orange Co. Parcel Id. No. 03-23-29-0180-28-130, and 1050 22<sup>nd</sup> Street, Orange Co. Parcel Id. No. 03-23-29-0180-28-110, respectively, pursuant to the terms of its Proposal and honoring the priorities established by the adopted Orange Blossom Trail Community Redevelopment Plan, while respecting the limitations of the site, character of the surrounding neighborhood and guidance provided by market analysis of the area for proposed typologies. Furthermore, the ultimate development plan will ensure the overall affordability of the project, both to construct and for the ultimate income-qualified home buyers.; and
3. OBTDB and Habitat agree this Letter of Understanding is necessary so that the parties may proceed to finalize their Lot Donation Agreement, and the separate Project Administration Agreement contemplated therein, in accordance with the terms of this Letter. Accordingly, please sign below and return this letter to me to confirm the terms of our understanding.

Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,

Lucie Ghioto, AICP  
Growth Management Officer  
Habitat for Humanity Greater Orlando & Osceola County

**ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD, INC.**

By: Vanessa Pinkney  
Print Name: Vanessa Pinkney  
As Its: Executive Director

Enclosure (Habitat for Humanity Holden Heights "Missing Middle" Project Request, dated April 15, 2024)  
Copy: Whitney Evers, Orange County Attorney's Office

**HabitatOrlando.org | 407-648-4567 | 4116 Silver Star Road, Orlando, FL 32808**



## HOLDEN HEIGHTS “MISSING MIDDLE” PROJECT REQUEST

FOR CONSIDERATION BY  
THE ORANGE BLOSSOM TRAIL COMMUNITY REDEVELOPMENT AGENCY

REVISED 4.15.2024

### **OVERVIEW**

Habitat for Humanity Greater Orlando and Osceola County, Inc. (Habitat) is pleased to submit this proposal for the development of “missing middle” residential housing products on parcels of land owned by the Orange Blossom Trail Community Redevelopment Agency (OBT CRA) in the Holden Heights neighborhood of Orange County. This proposal seeks to assist the OBT CRA with the fulfillment of the overall redevelopment objectives of the Orange County, Orange Blossom Trail Community Redevelopment Plan and to assist with the implementation of the **Redevelopment Strategy 5.3.3 Redeveloping Lake June Neighborhood (OBT/Miller/Westmoreland/Kaley)**.

Specifically, Habitat seeks to develop neighborhood-compatible residential dwelling products to address the need for workforce housing on the land shown on Exhibit 1, currently owned by the Orange County Community Redevelopment Agency (CRA). The Subject Parcels would be conveyed to Habitat by the CRA through a mutually agreed upon mechanism and developed in tandem with land currently owned by Habitat to create a cohesive affordable housing project.

### ***The Objective***

- Need #1: Improve neighborhood and community character.
- Need #2: Stabilize property values.
- Need #3: Increase inventory of available workforce housing in Sub-Area 3 Holden Hights.
- Need #4: Implement the 2019 Housing for All 10-Year Action Plan

### **BACKGROUND**

Driven by a belief that everyone deserves a safe place to live, Habitat for Humanity Greater Orlando & Osceola builds affordable housing, revitalizes neighborhoods, and strengthens communities. We work toward this vision by building strength, stability and self-reliance in partnership with people and families in need of increased financial and housing stability.

Since 1986, Habitat has empowered low to moderate income families and individuals to achieve economic mobility through safe, affordable homeownership. For nearly 38 years, we have increased

access to affordable housing through constructing, rehabilitating, and preserving homes; advocating for fair and just housing policies; and providing training and access to resources to help families gain and sustain long term housing stability.

We have built 435 new energy efficient homes, purchased by low to moderate income first-time homebuyers with affordable mortgages and little down payment. We have also preserved 463 homes for low-income owners in Orange and Osceola Counties. Thanks to our enduring partnerships with government and the private sector, thousands of Central Florida men, women and children have experienced the benefits of homeownership – financial and housing security; better outcomes in childhood development, education, and health; and greater opportunities for themselves and future generations. At present, Habitat builds 20-25 new, energy efficient homes each year to increase the supply of affordable housing in Orange County, selling the end product to qualified low to moderate income, first-time homebuyers. Habitat works with local and State partners in layering down payment assistance to ensure our buyers have affordable homes.

As a complement to our affordable home construction program Habitat also provides the following services:

- Replacement of deteriorating roofs for low-income, owner-occupied households in Orange County, the City of Kissimmee, and the City of St. Cloud.
- “Habitat U” educational classes for the general public which include a wide range of topics to increase financial and housing security, such as Financial Literacy (budgeting, saving, credit, banking); Foreclosure Prevention; Youth Financial Literacy; Predatory Lending; Scam Avoidance; Estate Planning; Community Engagement; Disaster Preparedness and Recovery; Home Insurance; Home Maintenance, and more.
- HUD-certified housing counseling including Homebuyer Education Seminars and personalized one-on-one counseling for individuals in Orange and Osceola Counties.

#### **COMMITMENT TO HOLDEN HEIGHTS**

Habitat Orlando & Osceola has worked with Holden Heights since 2005 to increase investment in the community through construction of new affordable homes and preservation of existing affordable units for homeownership. Since 2005, we have constructed or rehabbed 28 homes in Holden Heights, with another 9 homes currently under construction, and continue to pursue opportunities in the community to maximize our impact and meet the objectives above.

## **PROPOSAL**

The Orange County Community Redevelopment Agency (CRA) currently owns (five) 5 vacant parcels within CRA boundaries on or near Woods Street (see Exhibit 1), including:

1018 24 <sup>th</sup> Street:	03-23-29-0180-40-080
2311 Woods Street:	03-23-29-0180-33-132
2303 Woods Street:	03-23-29-0180-33-110
2253 Woods Street:	03-23-29-0180-28-130
1050 22 <sup>nd</sup> Street:	03-23-29-0180-28-110

Habitat Orlando & Osceola seeks to acquire these lots through a generous donation by the Orange County CRA to enable the following development opportunity.

### ***The Opportunity***

Habitat currently owns several properties immediately to the south of the above lots (Exhibit 1) on the Woods Avenue corridor. We seek the acquisition of the additional properties in order to design and construct a homeownership opportunity that:

1. Bolsters homeownership investment in the Holden Heights community (Needs 1, 2 & 4).
2. Increases the number of affordable units in the OBT CRA beyond what traditional single family detached development can accomplish alone, while honoring the character of the existing neighborhood (Needs 3 & 4).
3. Showcases what high quality, affordable design can look like, providing a catalyst for others to expand on (Need 1).

In collaboration with Orange County and the CRA, Habitat Orlando & Osceola would work to develop the aggregated land in a manner that incorporates the following priorities:

Priority 1: Maximize the number of homeownership units possible given the physical constraints of the land and surrounding block structure.

Priority 2: Seek ways to include multiple product types in the design to illustrate the potential for unique housing typologies within existing neighborhoods and highlight opportunities to preserve housing choice within the realm of affordable housing.

Priority 3: Preserve the character and integrity of the surrounding neighborhood.

Potential housing typologies that will be considered in the design include townhome, duplex, cottage courts, and single family with, and without, accessory dwelling units. Some of these typologies are reflected in Exhibit 2. The final design will seek to balance the three priorities above and will include a

variety of product types where possible in the design as well as appropriate in the context of surrounding properties.

***Implementation***

Habitat for Humanity Greater Orlando and Osceola proposes the following implementation to ensure the timely and successful implementation of the objectives and priorities stated above.

1. Habitat requests the approval of land transfer to Habitat ownership by the Orange County CRA Board, accompanied by a Transfer Agreement that outlines timelines and processes for Habitat and Orange County to enter into a Developer Agreement for the improvement of the property.
2. Habitat will initiate a Developer Agreement with Orange County, providing guidance, process and timeline for the design, engineering, and construction of affordable housing units for homeownership on the five parcels.
3. On approval and execution of the Developer Agreement, Habitat will engineer, construct and sell the approved residential housing products on the subject parcels in OBT CRA Sub-Area 3 Holden Heights as per the Agreement with the OBT CRA.

**ORANGE COUNTY CRA and  
HABITAT OWNED LOTS - HOLDEN HEIGHTS**

**EXHIBIT 1**

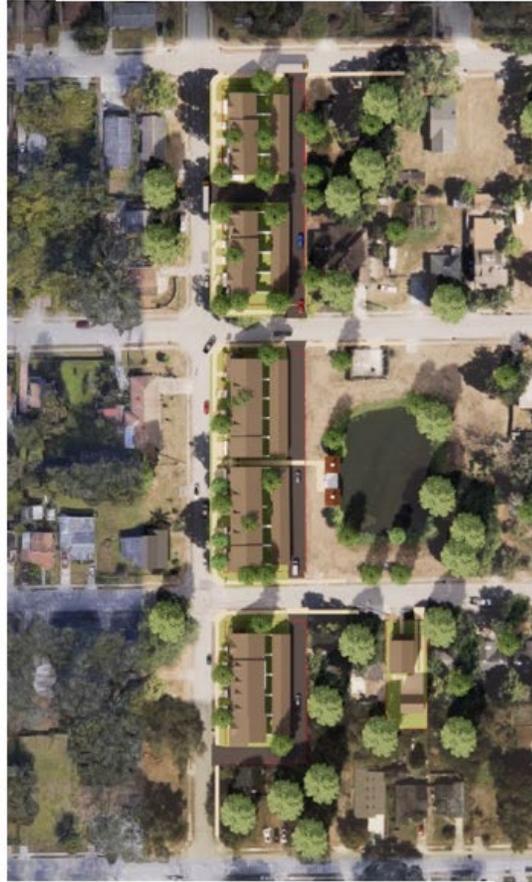
- ORANGE COUNTY CRA**  
 - 2253 Woods Street  
 - 2303 Woods Street  
 - 1050 22nd Street  
 - 2311 Woods Street  
 - 1018 24th Street
- HABITAT ORLANDO & OSCEOLA**  
 - 1025 24th Street  
 - 2407 Woods Street  
 - 2403 Woods Street



# TOWNHOMES

## Overview

- Attached Units
- Approx. 1,300 sf
- 3-bed, 1.5-bath
- 5-unit building clusters



WOODS AVE TOWNHOMES, ORLANDO FL  
(Concept by Orange County Government)



STAGHORN VILLAS, ORLANDO FL (Habitat for Humanity Greater Orlando & Osceola County)

# COTTAGES

## Overview

- Detached units
- Approx. 1,000 sf
- 2-bed, 1-bath
- Cluster design with central green space
- Ideal for smaller properties
- Condo legal structure



BUNGALOW COURT, ALAMEDA CA (missingmiddlehousing.org)



CONCEPT DESIGN

(missingmiddlehousing.org)



COTTAGES ON VAUGHAN, CLARKSTON GA (microLife Institute)

# SINGLE FAMILY

## Overview

- Detached units
- Approx. 1,400 sf
- 3-bed, 2-bath
- Fee simple ownership
- Ideal for infill lots that don't aggregate well
- Continuation of existing neighborhood composition



MERIDIAN SINGLE FAMILY HOME, ORANGE COUNTY FL (Habitat Orlando & Osceola)



ABELL SINGLE FAMILY HOME, ORANGE COUNTY FL (Habitat Orlando & Osceola)

**EXHIBIT C  
FORM OF QUIT CLAIM DEEDS**

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraisers Parcel Identification Numbers:**

03-23-29-0180-33-132, 03-23-29-0180-33-110,  
03-23-29-0180-28-130, and 03-23-29-0180-28-110

**Project:**

**QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED, made as of the date signed below, by ORANGE COUNTY COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created by Orange County, Florida pursuant to Part III of Chapter 163, Florida Statutes, located at 201 South Rosalind Avenue, Orlando, Florida 32801, GRANTOR, to HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC., a qualified not-for-profit corporation registered under the laws of the State of Florida at 4116 Silver Star Road, Orlando, Florida 32808, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the GRANTEE forever, all the right, title, interest, claim, and demand which GRANTORS have in and to the following described piece, parcel, or tract of land, lying and being in Orange County, Florida, to-wit:

**SEE ATTACHED EXHIBIT "A"**

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the said GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

**“GRANTEE”**

Orange County Community Redevelopment Agency, a public body corporate and politic created by Orange County, Florida pursuant to Part III of Chapter 163, Florida Statutes

By: Orange County Board of County Commissioners, its governing body

By: **FORM – NOT FOR SIGNATURE**

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

**ATTEST:**

Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name